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FILED- San Bernardino District  
SUPERIOR COURT  
SAN BERNARDINO COUNTY

FEB 26 2003

By *Burton M. Murphy*  
Deputy

Attorneys for Plaintiff the People of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CENTRAL DIVISION

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

AUTOZONE, INC., a Nevada corporation;  
AUTOZONE STORES, INC., a Nevada Corporation;  
AUTOZONE WEST, INC., a Delaware Corporation;  
AUTOZONE PARTS, INC., a Nevada Corporation; and  
DOES 1-10, inclusive,

Defendants.

CASE NO. SCVSS127459

**AMENDED STIPULATED FINAL  
JUDGMENT BY CONSENT**

1 [ADDITIONAL LIST OF PLAINTIFF'S COUNSEL BY ASSOCIATION]

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19 JAMES P. WILLET  
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20 DAVID J. IREY  
Supervising Deputy District Attorney  
21 Environmental Prosecutions Unit  
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22 P.O. Box 990  
23 Stockton, CA 95201  
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1 by others in similar business endeavors in California. These positive steps have been taken into  
2 consideration in fashioning the terms of this compromise Stipulated Judgment.

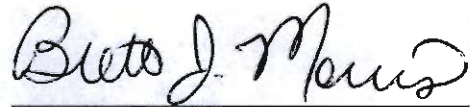
3 *This Stipulation and has been amended from that executed by the parties on or about May*  
4 *31 and June 1, 2007 solely to provide for its execution by authorized officers of AUTOZONE. It*  
5 *does not otherwise alter the Stipulated Final Judgment by Consent entered by the Court on June 1,*  
6 *2007, and the Judgment provided for by this Amended Stipulation shall be entered nunc pro tunc*  
7 *and shall be effective as of the date of the original Stipulated Final Judgment by Consent, June 1,*  
8 *2007.*

9  
10 IT IS SO STIPULATED

11 DATED: 2-12-08, 2007

EDMUND G. BROWN JR.  
Attorney General

12  
13  
14 By:



BRETT J. MORRIS  
Deputy Attorney General

15  
16 DATED: 2/6/08, 2007

MICHAEL A. RAMOS  
District Attorney of San Bernardino County

17  
18  
19 By:

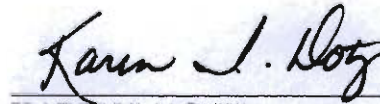


R. GLENN YARBINO  
Deputy District Attorney

20  
21 DATED: 2/6/08, 2007

BONNIE M. DUMANIS  
District Attorney of San Diego County

22  
23  
24 By:



KAREN I. DOTY  
Deputy District Attorney



1 DATED: 2/1/07, 2007

DEAN FLIPPO  
District Attorney of Monterey County

2  
3 By: 

4 STEVEN HOLETT  
Deputy District Attorney

5 DATED: 2/6/08, 2007

JAMES P. WILLETT  
District Attorney of San Joaquin County

7  
8 By: 

9 DAVID J. IREY  
Supervising Deputy District Attorney  
Environmental Prosecutions Unit

10 Attorneys for Plaintiff, the People of the State  
11 of California

12 DATED: January 15,, 2008

AUTOZONE, INC., AUTOZONE STORES,  
13 INC., AUTOZONE WEST, INC.,  
14 AUTOZONE PARTS, INC.

15 By: 

16 HARRY L. GOLDSMITH  
Executive Vice President, General Counsel  
17 and Secretary

18 DATED: January 15,, 2008

AUTOZONE, INC., AUTOZONE STORES,  
19 INC., AUTOZONE WEST, INC.,  
20 AUTOZONE PARTS, INC.

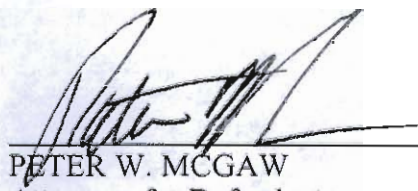
21 By: 

22 WILLIAM RHODES  
Chairman, President, and CEO 

23 DATED: January 28, 2007.

ARCHER NORRIS

By:

  
PETER W. MCGAW  
Attorneys for Defendants  
AUTOZONE, INC., AUTOZONE STORES,  
INC., AUTOZONE WEST, INC.,  
AUTOZONE PARTS, INC.

Plaintiff, the People of the State of California, and Defendants AUTOZONE, INC., AUTOZONE STORES, INC., AUTOZONE WEST, INC., and AUTOZONE PARTS, INC., (collectively "AUTOZONE"), for the benefit of themselves and their direct and indirect subsidiaries, by and through their attorneys, having stipulated that this Court has jurisdiction over this matter and this Stipulated Consent Judgment may be signed without the taking of proof, without trial or adjudication of any issue of fact or law herein, and without this Stipulation constituting evidence or an admission by Defendants;

IT IS HEREBY STIPULATED, ORDERED, ADJUDGED AND DECREED that:

**JURISDICTION AND FINDINGS**

1. This action is brought under California law and this Court has jurisdiction of its subject matter and the parties.

2. This Stipulated Judgment shall be admissible in this action, only, and in no other action or proceeding for any purpose whatsoever except to establish that the matters addressed in this action, or which could have been addressed in this action, have been fully and finally resolved by this compromise Stipulated Judgment, or to redress violations of the terms of the Injunction.

**INJUNCTION**

3. The provisions of this Judgment are applicable to Defendants, AUTOZONE, INC., a Nevada corporation, AUTOZONE STORES, INC., a Nevada corporation, AUTOZONE WEST, INC., a Delaware corporation, and AUTOZONE PARTS, INC., a Nevada corporation, hereinafter collectively "AUTOZONE" and their officers and directors. All obligations imposed upon



1 AUTOZONE by the terms of this Stipulated Judgment are ordered pursuant to Business and  
2 Professions Code sections 17203 and 17535, Health and Safety Code sections, 25189(d), 25514(a)  
3 and Fish and Game Code sections 5650 and 5650.1, as may be applicable.

4 4. AUTOZONE is hereby permanently enjoined from:

- 5 A. Representing a price on an item, store shelf or sign near the item and  
6 charging a greater price at the time the product is purchased, if doing so would  
7 violate Business and Professions Code section 12024.2(a)(1);  
8 B. Computing at the time of sale of a commodity, a value which is more than  
9 the price which is then advertised, posted or quoted, if doing so would violate  
10 Business and Professions Code section 12024.2(a)(2);  
11 C. Any action that would violate the provisions of Chapter 6.5 of the California  
12 Health & Safety Code or their respective implementing regulations;  
13 D. Any action that would violate the provisions of Chapter 6.95 of the California  
14 Health & Safety Code or their respective implementing regulations; and  
15 E. Any action that would violate the provisions of California Fish and Game  
16 Code sections 5650 and 5650.1 or their respective implementing regulations.

17 5. AUTOZONE agrees to, and shall, maintain for a period of five years from the date of  
18 this Stipulated Judgment in every AUTOZONE store in California a program to identify and correct  
19 discrepancies between prices displayed for goods on store shelves and prices contained in its price  
20 scanner/cash register system for those same goods ("Scanner Prices"). That program shall require  
21 that, at a minimum:

- 22 A. AUTOZONE designate a person in its corporate headquarters for the receipt  
23 of Consumer Complaints from AUTOZONE's stores in California  
24 regarding discrepancies between posted prices and Scanner Prices. Consumer Complaints shall include reports of inspections received from  
25 county or state Weights and Measures officials.  
26 B. A managerial level employee in each AUTOZONE store in California, with  
the assistance of other employees as may be necessary, shall conduct

1 weekly, a random audit of twenty (20) shelf, signage and advertising pricing  
2 to ensure that Scanner Prices conform to the posted or advertised prices.  
3 Pricing errors discovered during such audits shall be promptly corrected.

4 C. A managerial level employee in each AUTOZONE store in California, with  
5 the assistance of other employees as may be necessary, shall promptly  
6 remove expired pricing signs and advertisements and shall ensure that all  
7 items for which there has been a price change have accurate signs and/or  
8 shelf tags indicating their price.

9 6. AUTOZONE agrees to, and shall, maintain for a period of five years from the date of  
10 this Stipulated Judgment in every AUTOZONE store in California a program to identify and correct  
11 discrepancies from the requirements of Chapter 6.5 of the California Health & Safety Code, Chapter  
12 6.95 of the California Health & Safety Code; or California Fish and Game Code sections 5650 and  
13 5650.1, or all their respective implementing regulations, as they may be applicable to AutoZone  
14 stores. That program shall require that, at a minimum:

15 A. AUTOZONE designate a person in its corporate headquarters for the receipt  
16 Notices of Violations of any of the statutory or regulatory provisions  
17 referenced in Paragraph 6, above. This person shall have training and  
18 experience in environmental compliance matters appropriate to the nature  
19 and quantity of hazardous materials normally handled by AUTOZONE  
20 stores in California.

21 1. This person shall be available as a point of contact by the CUPA  
22 for any issue arising out of this Judgment, and such person, or his  
23 suitably trained designee, shall be available during normal  
24 business hours on 24-hour notice for response or discussion  
25 regarding any requirement under the statutory or regulatory  
26 provisions referenced in Paragraph 6, above.

27 2. Plaintiff shall designate an individual point of contact with whom  
28 AUTOZONE may communicate in the event AUTOZONE  
29 changes the person designated under Paragraph 6(A)(1).  
30 AUTOZONE shall notify Plaintiff's designated point of contact,  
31 within thirty (30) days of any change in personnel in this position,



1 along with the replacement individual's contact information.  
2 Plaintiff's designated point of contact shall disseminate the new  
3 contact information to such other representatives of Plaintiff as  
4 appropriate.

5 B. AUTOZONE maintain written policies and procedures for the handling of  
6 hazardous materials and/or hazardous waste that may be encountered by  
7 employees in the ordinary course of business at AUTOZONE stores in  
8 California. AUTOZONE shall train its employees in these policies and  
9 procedures commensurate with each employee's employment  
10 responsibilities, and shall maintain written records of such training for the  
11 period specified below.

12 C. AUTOZONE conduct an environmental compliance audit of each of its  
13 California stores on at least an annual basis. The environmental compliance  
14 audit will be conducted by a managerial level employee, or by a designated  
15 independent outside party competent to conduct such an audit. Each  
16 environmental compliance audit shall cover those areas of the California  
17 statutes and regulations cited in Paragraph 6, above, as may be applicable to  
18 the operations of each AUTOZONE store in California. Areas of  
19 noncompliance identified by such audits shall be corrected promptly.

#### 20 RECORDS RETENTION AND ACCESS

21 7. All non-privileged written material relating to compliance with this order or  
22 required by this order to be created shall be retained for at least three (3) years from date of the  
23 document's generation, or from when it was last utilized, whichever is later, and shall promptly be  
24 made available to any representative of Plaintiff on request.

#### 25 MONETARY RELIEF

26 8.(A) Pursuant to Business and Professions Code sections 17206 and 17536, and Health and  
27 Safety Code Section 25515.2, AUTOZONE shall on the date of the filing of this Judgment, pay to  
28 Plaintiff civil penalties of one million dollars (\$1,000,000.00), in the form of twelve checks made  
29 payable as follows:

30 California Attorney General \$ 173,399.80

31 Monterey County District Attorney \$ 173,399.80

1	San Bernardino County District Attorney	\$ 173,399.80
2	San Diego County District Attorney	\$ 173,399.80
3	San Joaquin County District Attorney	\$ 173,399.80
4	California Dept. of Toxic Substances Control	\$ 22,167.00
5	California Integrated Waste Management Bd.	\$ 22,167.00
6	Los Angeles County Fire Dept.	\$ 22,167.00
7	Monterey County CUPA	\$ 22,167.00
8	San Bernardino County Fire Dept./Haz. Matls	\$ 22,167.00
9	San Joaquin County Environmental Health Dept.	\$ 11,083.00
10	San Joaquin County Office of Emergency Services	\$ 11,083.00

11 (B) The civil penalty of \$173,399.80 received by the California Attorney General, Monterey  
 12 County District Attorney, San Bernardino County District Attorney, San Diego County District  
 13 Attorney and San Joaquin County District Attorney shall be apportioned as follows:

14 (1) \$145,799.60 shall be penalties received pursuant to Business and Professions  
 15 Code Sections 17206 and 17536 and

16 (2) \$27,600.20 shall be penalties received pursuant to Health and Safety Code  
 17 Section 25515.2

18 9. Pursuant to Business and Professions Code sections 17206 and 17536, AUTOZONE  
 19 shall on the date of the filing of this Judgment, pay to Plaintiff costs totaling three hundred thousand  
 20 dollars (\$300,000.00), in the form of twenty-eight (28) money orders payable as follows:

21	California Attorney General	\$105,483.00
22	Monterey County District Attorney	\$ 25,484.00
23	San Bernardino County District Attorney	\$ 29,005.00
24	San Diego County District Attorney	\$ 25,483.00
25	San Joaquin County District Attorney	\$ 25,483.00



1	California Dept of Food & Agriculture	\$ 7,057.00
2	California Dept. of Toxic Substances Control	\$ 11,943.00
3	California Integrated Waste Management Bd.	\$ 1,744.00
4	Fresno County Dept of Agriculture	\$ 295.00
5	Kern County Dept. of Agriculture	\$ 618.00
6	Los Angeles County Agricultural Commissioner	\$ 7,338.00
7	Los Angeles County Fire Dept.	\$ 5,382.00
8	Merced County Dept. of Agriculture	\$ 700.00
9	Monterey County CUPA	\$ 10,875.00
10	Riverside County Div. of Weights & Measures	\$ 2,680.00
11	San Benito County Agricultural Commissioner	\$ 57.00
12	San Bernardino County Dept. of Agriculture	\$ 4,102.00
13	San Bernardino County Fire Dept/Haz. Matls.	\$ 4,690.00
14	San Diego County Dept. of Agriculture	\$ 17,837.00
15	San Joaquin County Div. of Weights & Meas.	\$ 2,550.00
16	San Joaquin County Envir. Health Dept.	\$ 2,100.00
17	San Joaquin County Office of Emergency Services	\$ 820.00
18	Santa Clara County Weights & Measures	\$ 679.00
19	Santa Cruz County Dept. of Weights & Meas.	\$ 468.00
20	Sonoma County Sealer	\$ 1,566.00
21	Stanislaus County Dept. of Agriculture	\$ 1,244.00
22	Tulare County Dept. of Agriculture	\$ 240.00
23	Ventura County Dept. of Weights & Measures	\$ 4,077.00

10. Pursuant to Business and Professions Code sections 17206 and 17536, AUTOZONE shall pay an additional penalty of three hundred thousand dollars (\$300,000.00) within sixty (60) days



1 after the entry of this Judgment. If AUTOZONE provides a letter certifying that it has made  
2 improvements to its California stores in order to comply with this Judgment, it will receive a credit  
3 against this portion of the penalty at the rate of one dollar credit for one dollar spent on  
4 improvements, up to three hundred thousand dollars (\$300,000.00).

5 11. The letter certifying improvements to AUTOZONE stores in California shall be  
6 delivered to the attention of Deputy District Attorney R. Glenn Yabuno at the San Bernardino District  
7 Attorney's Office, 412 W. Hospitality Lane, Suite 301, San Bernardino, California 92415.

8 **ADDITIONAL SUPPLEMENTAL PROJECTS**

9 12. Recognizing it would be difficult or impossible to identify particular individuals that  
10 may have been damaged by any of the actions AUTOZONE is alleged to have committed, which  
11 allegations AUTOZONE has denied, and that any such damages, if they exist, would be minor as to  
12 any individual, and that it would be impossible or impractical for consumers to ascertain that they  
13 were in fact damaged, for these reasons, in lieu of restitution to individual consumers, AUTOZONE  
14 shall contribute to the supplemental projects set out below. Funds in these projects are set aside for  
15 the general benefit of the people of the State of California. Accordingly, payment of these amounts  
16 by AUTOZONE is intended to represent full restitution to all California consumers. Payment shall  
17 be made by AUTOZONE as directed by Plaintiff within thirty (30) days following receipt of notice of  
18 the entry of this Judgment.

19 A. Environmental Protection Prosecution Fund. One hundred fifty thousand dollars  
20 (\$150,000.00) to be used in the Craig Thompson Environmental Protection Prosecution Fund  
21 ("Fund"). The payment made shall be placed in an interest-bearing Special Deposit Fund established  
22 by the California Attorney General. Such funds shall be available for use in environmental  
23 enforcement actions to benefit the State of California and its citizens. This Fund shall be organized  
24 solely and exclusively for the purpose of enhancing the investigation, prosecution, and enforcement  
25 of environmental protection actions brought pursuant to the environmental protection statutes of the



1 State of California (including but not limited to Chapter 2 of Division 6 of the Fish & Game Code,  
2 Chapters 6.5, 6.7, 6.95 of Division 20 of the Health & Safety Code, and Division 7 of the Water Code  
3 as amended from time to time) by the California Attorney General, district attorneys and such city  
4 attorneys as are authorized to bring such actions pursuant to those statutes ("eligible city attorneys").  
5 The money transferred into the Special Deposit Fund and any interest derived therefrom shall not be  
6 considered part of the budget of the Attorney General's Office and in no manner shall supplant or  
7 cause any reduction of any portion of the Attorney General's budget. The details regarding the  
8 operation of the Fund shall be set forth in a separate order from the Court.

9 B. Environmental Training Programs. Fifty thousand dollars (\$50,000.00) to be used by  
10 the following organizations to assist in the design of and to provide training to California local and  
11 state environmental regulators with an emphasis on multi-media/multi-jurisdictional enforcement  
12 courses.

13 1. Thirty thousand dollars (\$30,000.00) payable to the California Hazardous Materials  
14 Investigators Association (CHMIA) for the purpose of training. A minimum of \$25,000.00 of  
15 these funds shall be used by CHMIA to assist the Western States Project in conducting the  
16 Advanced Environmental Crimes Training Program offered in conjunction with the Federal  
17 Law Enforcement Training Center and California Specialized Training Institute.

18 2. Twenty thousand dollars (\$20,000.00) payable to the California District Attorneys  
19 Association Environmental Project for the purposes of providing training consistent with the  
20 purposes of that project.

21 a. Requirements Pertaining to Environmental Training Programs: The  
22 payments made pursuant to this section shall be used by each of the  
23 designated organizations, upon acceptance, to design and to provide  
24 training to California local and state regulators on multi-media/multi-  
25 jurisdictional enforcement courses with emphasis on courses related to

1 enforcement actions taken by regulators utilizing local prosecutors or the  
2 Attorney General's Office. Such training shall take place, to the extent  
3 reasonably possible, within two years following entry of the Consent  
4 Judgment. The California Environmental Protection Agency, the  
5 California District Attorneys Association, the Western States Project  
6 working in close cooperation with the United States Environmental  
7 Protection Agency Federal Law Enforcement Training Center personnel,  
8 the California Specialized Training Institute, and the California Hazardous  
9 Materials Investigators Association shall, whenever possible, coordinate  
10 their training monies and training dates in order to advance the immediate  
11 training needs of local and state regulators who work with local  
12 prosecutors and/or the Attorney General's Office in the environmental  
13 enforcement arena. If the payment is accepted by a designated entity, it  
14 shall provide annual letter reports, until the exhaustion of the funds  
15 describing the specific use of the funds and the type of training provided.  
16 The reports shall be submitted to the Plaintiff's representatives of this  
17 Judgment.

#### 18 **RETENTION OF JURISDICTION**

19 13. In the event of default by AUTOZONE as to any amount due hereunder, the whole  
20 amount due hereunder shall be deemed immediately due and payable, and Plaintiff shall be entitled to  
21 pursue any and all remedies provided by law for the enforcement of this Judgment. Further, any  
22 amount in default shall bear interest at the prevailing legal rate from the date of default until paid.

23 14. Jurisdiction is retained for the purpose of enabling any party to this Judgment to apply  
24 to the Court at any time for such further orders and directions as may be necessary and appropriate for  
25 the construction or carrying out of this Judgment, for the modification of any of its injunctive



1 provisions, and for the enforcement of, compliance with, and for the punishment of intentional  
2 violations of the injunction.

3 15. The allegations as to the DOES 1-10 inclusive are dismissed.

4 16. This Amended Judgment shall be entered *nunc pro tunc* and shall be effective as of  
5 the date of the original Stipulated Final Judgment by Consent, June 1, 2007.

6 17. The clerk is directed to immediately enter this Judgment.

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8 Dated: Feb 26, 2008

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10 CHRISTOPHER J. WARNER

11 JUDGE OF THE SAN BERNARDINO SUPERIOR COURT  
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